

ARTICLE 4: GEOGRAPHIC SCOPE OF AGREEMENT

This Agreement covers container cargo transported between all ports in the United States and inland and **coastal** points served via such ports on the one hand, and all ports and inland and coastal points in (i) ~~Australia, New Zealand and other islands of Oceania,~~ (ii) the Republic of South **Africa** (including Botswana, Lesotho, and Swaziland) and (iii) Mozambique, Malawi, Zimbabwe, Namibia, Zambia, and adjacent Indian Ocean Islands of Reunion, Mauritius, Madagascar, the Comoros, and Seychelles (via Republic of South **Africa** ports) (all together, hereinafter, "the Trade").

~~The Parties agree that only Safmarine and MSC will load cargo to and from Australia, New Zealand and other islands of Oceania, in vessels operated under this Agreement, except under sub-charters authorized by Article 5.2 hereof.~~

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 The Parties may share or procure facilities, assign employees, agents and contractors to perform supervisory, administrative, accounting and operational functions (including documentation, data **processing/interchange**, husbanding, procurement of supplies and services, scheduling, allocation of space, forecasting, terminal operations, equipment control and stowage planning) relating to this Agreement, allocate any such functions between them and agree on the distribution of expenses arising therefrom. The Parties also may implement this Agreement by meetings, writings and other communications between them, through Committees appointed by their respective seniors and by means of other administrative/**managerial** arrangements deemed necessary to effectuate its provisions, and they may prepare and exchange statistics, studies, reports, **information** and other data and materials as pertain to Agreement business and agree on matters regarding indemnification and insurance.

consent of all **Parties**, ~~except that matters pertaining solely to the Oceania portion of the Agreement shall be subject to the consent only of Safmarine and MSC.~~ There shall be no **quorum** requirements under this Agreement and decisions may be taken at meetings of the Parties or by means of other **communications** between them.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Amendment No. 003 may be implemented, in whole or in part, as ~~from~~ the date it becomes lawfully effective and binding and its term shall be of **indefinite** duration. The Parties may, however, decide to terminate or suspend this Agreement at **any** time and upon such terms as they may **determine**, provided that any such **termination** or suspension shall be implemented in accordance with any governmental requirements applicable thereto. **Any** voyage of a vessel of a Party operated pursuant to this Agreement which has commenced but has not been completed prior to the effective date of the termination of this Agreement under this Article, or Article 7.2 hereto, shall be subject to the terms of this Agreement in its entirety. Any obligation jointly or severally incurred by the Parties under this Agreement during the term thereof shall survive its termination.

ARTICLE 10: ASSIGNMENT OF AGREEMENT

A Party may not assign or transfer this Agreement, or **any** of its rights and obligations hereunder, to **any** other person without the prior written consent of other Parties.